

Huy Tran, et al. v. Wise Auto Group, et al.
c/o Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

Apex ID: «Apex_ID» «Tray_PC»
«Full_Name»
«Address_1»
«City», «State» «Zip»

Huy Tran, et al. v. Wise Auto Group, et al.
Solano County Superior Court, Case No. FCS055892

NOTICE OF CLASS ACTION SETTLEMENT

To: All current and former non-exempt employees who were employed by Defendants Anthony A. Batarse, Inc., Lloyd A. Wise Motors, Inc. and/or Vallejo Nissan, Inc., and paid on an hourly basis and/or on a commission basis, at any time from January 7, 2017 through July 30, 2025, and all current and former non-exempt employees who were employed by Defendant Wise Vision, Inc., and paid on an hourly basis and/or on a commission basis, at any time from November 17, 2019 through July 30, 2025.

A court authorized this Notice. This is not a solicitation.

This is not a lawsuit against you and you are not being sued.

However, your legal rights may be affected by a class action settlement.

Your rights and each option – and the deadlines to exercise each of them – are explained in this Notice.

ATTN:«Full_Name»
«Address_1»
«City», «State» «Zip»

If the contact information that is listed here for you needs to be updated or corrected, please inform the Settlement Administrator immediately.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

TO RECEIVE A SETTLEMENT PAYMENT	The estimated amount of your Individual Settlement Payment is shown in Paragraph 8 of this Notice. To receive your payment, all you need to do is to keep the Settlement Administrator informed of your current mailing address. Once the Court grants final approval of the Settlement, the Settlement Administrator will mail your check to the last known address on file for you.
CHANGE CONTACT INFORMATION	Update your contact information with the Settlement Administrator to ensure that your Individual Settlement Payment check is sent to the correct address.
EXCLUDE YOURSELF Deadline: July 13, 2026	You can exclude yourself from the Settlement if you do not wish to participate in the Settlement. This is the only option that allows you to pursue your own lawsuit against Defendants about the legal claims in this case. If you exclude yourself, you will not receive an Individual Settlement Payment.
OBJECT Deadline: July 13, 2026	If you think the Settlement is not fair, you can submit a written objection (“Notice of Objection”) to the Settlement Administrator, and it will be considered by the Court. If you submit an objection, you may also ask to speak in Court about why you think the Settlement is not fair at the time of the Final Approval Hearing. If the Settlement is approved, you will be bound by the terms of the Settlement and releases described in this Notice.
DO NOTHING	If you do nothing (that is, if you do not submit a timely request for exclusion), you will be mailed an Individual Settlement Payment at the address listed above, and will be bound by the terms of the Settlement and releases described in this Notice.

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BASIC INFORMATION

1. Why did I get this notice?

A settlement has been reached in the case entitled *Huy Tran, et al. v. Wise Auto Group, et al.* – involving Defendants Anthony A. Batarse, Inc., Lloyd A. Wise Motors, Inc., Vallejo Nissan, Inc., and Wise Vision, Inc. (collectively, “Defendants”), which is pending in the Superior Court for the State of California, County of Solano (“Court”) (“Action” or “Lawsuit”). The Settlement has been reached on behalf of a proposed Class, defined as: all current and former non-exempt employees who were employed by Defendants Anthony A. Batarse, Inc., Lloyd A. Wise Motors, Inc. and/or Vallejo Nissan, Inc., and paid on an hourly basis and/or on a commission basis, at any time from January 7, 2017 through July 30, 2025, and all current and former non-exempt employees who were employed by Defendant Wise Vision, Inc., and paid on an hourly basis and/or on a commission basis, at any time from November 17, 2019 through July 30, 2025 (These time periods shall be referred to herein as the “Class Periods”).

You have received this notice because Defendants’ records indicate that you worked at dealerships operated by some or all of Defendants Anthony A. Batarse, Inc., Lloyd A. Wise Motors, Inc. and/or Vallejo Nissan, Inc., and paid at any time from January 7, 2017 through July 30, 2025, and/or or that you worked at dealerships operated by Wise Vision, Inc., at any time from November 17, 2019 through July 30, 2025, and therefore, you may be a member of the Class (“Class Member”). The purpose of this notice is to explain the Lawsuit, the settlement, your legal rights, what benefits are available, who is eligible for them, and how to get them.

2. What is this Lawsuit about?

Huy Tran, Soulinthong Soungpanya and Jennifer Avila (“Plaintiff” or “Plaintiffs”) are former employees of various Defendants. This Lawsuit was commenced on January 7, 2021. Plaintiff asserted that Defendants violated multiple provisions of the California Labor Code and California Business and Professions Code with respect to Plaintiff and the Class by, *inter alia*, failing to properly pay minimum wages and overtime pay, failing to provide legally compliant meal and rest breaks and premium pay in lieu thereof, failing to timely pay wages during employment and upon termination, failing to provide accurate wage statements, failing to maintain requisite payroll records, failing to reimburse business expenses, engaging in unfair competition, and related claims. The Lawsuit also makes a claim for civil penalties pursuant to the California Labor Code Private Attorneys General Act of 2004.

Defendants deny the allegations in the Lawsuit and contend that they complied at all times with California law. The settlement is not an admission of any wrongdoing by Defendants or an indication that any law was violated.

3. Why is this a class action?

In a class action, one or more individuals called Class Representatives (in this case, Named Plaintiffs Huy Tran, Jennifer Avila, and Soulinthong Soungpanya) sue on behalf of themselves and other people who have similar claims. The group of people with similar claims is called a “Class.” Each person covered by the class definition is a “Class Member.” One court resolves the issues for all Class Members, except those individuals who request to be excluded from the Class. The Court has preliminarily appointed Phillips, Erlewine & Carlin LLP to serve as Counsel for the

Class (“Class Counsel”).

4. **Why is there a Settlement?**

The Court has not decided in favor of Named Plaintiffs or Defendants. There was no trial. Instead, the Parties hired an experienced, neutral mediator to resolve the lawsuit by negotiating to end the case by agreement rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the lawsuit and enforcing the Agreement, the Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

5. **Who are the Parties in this Lawsuit?**

Named Plaintiffs Huy Tran, Soulinthong Soungpanya, and Jennifer Avila worked at dealerships operated by various Defendants.

Anthony A. Batarese, Inc., Lloyd A. Wise Motors, Inc., Vallejo Nissan, Inc., and Wise Vision, Inc. are the named Defendants (“Defendants”) and “Released Parties” are Defendants and their past, present and/or future, direct and/or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers, and all persons acting under, by, through, or in concert with any of them, and each of them.

6. **Who are the Attorneys for the Parties?**

Class Counsel
Nicholas A. Carlin
Brian S. Conlon
Robert Carroll III
Phillips, Erlewine & Carlin LLP
39 Mesa Street, Suite 202
San Francisco, CA 94129
415-398-0900

Counsel for Defendants
John P. Boggs
David J. Reese
Daniel J. Padova
David P. Avila
Fine, Boggs & Perkins LLP
111 West Ocean Blvd., Suite 2400
Long Beach, CA 90802
(562) 366-0861

If you have questions regarding this Settlement, you should contact Class Counsel, or the Settlement Administrator at 1-800-355-0700. You may also view documents relating to the Settlement (including, but not limited to, the complaint, all papers filed in connection with the motion for preliminary approval of the Settlement, the order granting preliminary approval of the Settlement, and other documents) by visiting the following website:

www.AutoDealershipSettlement.com.

THE TERMS OF THE SETTLEMENT

7. **What is the settlement amount and how will the Individual Settlement Payments be calculated?**

Under the proposed Settlement, Defendants will pay \$1,007,367.62 (referred to as the “Gross Settlement Amount”) to fully and finally resolve all claims in the Lawsuit. Defendants will separately fund the amount of the employer-side payroll taxes.

The “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less all of the following amounts, which are subject to approval by the Court:

- A. **Attorneys’ Fees and Costs**: Class Counsel will apply to the Court for attorneys’ fees of up to \$335,789.21, and reimbursement of actual litigation costs and expenses.
- B. **Class Representative Service Awards**: Class Counsel will apply to the Court for a Service Award of up to \$15,000 to Plaintiffs Huy Tran, Soulinthong Soungpanya, and Jennifer Avila. Named Plaintiffs’ Service Awards will be in addition to any Individual Settlement Payment he or she receives as a Settlement Class Member.
- C. **LWDA Payment**: Under the Settlement, \$50,000 will be allocated towards penalties under the Labor Code Private Attorneys General Act (“PAGA”). Pursuant to PAGA, 75% of the PAGA penalties, or \$37,500, will be paid to the Labor and Workforce Development Agency. The remaining 25% of the PAGA penalties (or \$12,500) will remain in the Net Settlement Amount, to be distributed to Class Members who do not opt out of the Settlement (*i.e.*, Settlement Class Members) in the manner described herein.
- D. **Settlement Administration Costs**: The Settlement Administration Costs refer to the fees and expenses reasonably incurred by the Settlement Administrator in administering the Settlement, including, among other things, distributing the Notice to Class Members, processing requests for exclusion and Notices of Objection, and distributing payments under the Settlement. The Settlement Administration Costs are estimated to be up to \$11,250.

If the Court grants final approval of the Settlement, the NSA will be paid out entirely, automatically, to all Class Members who do not request exclusion from the Settlement (“Settlement Class Members”). Any portion of the NSA that would have been paid to individuals who timely request exclusion from the Settlement will be paid to the Settlement Class Members who participate in the Settlement. In other words, the entire NSA will be paid to Settlement Class Members, and no portion of the NSA will be returned to Defendants under any circumstances.

Each Settlement Class Member's share of the NSA will be based on the total gross hourly wages Defendants paid to him or her during the time he or she worked for any Defendant during the relevant Class Periods ("Covered Period"), using the following procedure:

- Dividing the NSA by the total number of Workweeks collectively worked by all Participating Class Members during the relevant Class Period; and
- Multiplying the result by the number of Workweeks worked by each individual Participating Class Member. One day worked in a given Workweek will be credited as a Workweek for purposes of this calculation. Therefore, the value of each Individual Class Payment ties directly to the amount of Class Period Workweeks that he or she worked.

For tax purposes, each Individual Settlement Payment will be allocated as follows: (i) 20% as wages (to be reported on IRS Form W-2), (ii) 80% as penalties and interest (to be reported on IRS Form 1099). Each Individual Settlement Payment will be reduced for the employee's share of taxes and withholdings with respect to the wages-portion of the Individual Settlement Payment.

8. How much will my Individual Settlement Payment be?

Defendants' records indicate that you were employed by one or more Defendants for «Class_Workweeks» workweeks and «PAGA_Pay_Periods» pay periods, during the Covered Period.

Based on the number of workweeks you worked during the Covered Period, your estimated Individual Settlement Payment is approximately \$«Est_Class_PMT».

Based on the number of pay periods you worked during the Covered Period, your estimated Individual PAGA Payment is approximately \$«Est_PAGA_PMT».

The above-stated amount is only an estimate, and is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment. The actual Individual Settlement Payment you receive may be slightly more or less than the estimated amount shown.

9. What do I do if my dates of employment are wrong?

As described above, the amount of your Individual Settlement Payment will be based on the number of workweeks and pay periods you worked during the Covered Period. Your dates of employment, and the number workweeks and pay periods attributed to you, have been determined based upon Defendants' records. If you believe that the dates of employment, workweeks, or pay periods attributed to you are not right, you may send a letter to the Settlement Administrator indicating what you believe to be the correct dates or amount of workweeks or pay periods. In order to be considered, your dispute must be mailed to the Settlement Administrator at the address listed below, in Paragraph 12 of this Notice, postmarked on or before July 13, 2026. Your dispute must contain: (1) your full name and address; (2) the case name and number (*Huy Tran, et al. v. Wise Auto Group, et al.*, Case No. FCS055892); (3) a clear statement indicating that you wish to dispute the dates of employment, workweeks, or pay periods attributed to you; and (4) the dates of employment, workweeks, or pay periods that you contend are correct, together with any supporting documents or information. The Settlement Administrator will resolve any dispute regarding your dates of employment, workweeks, and pay periods based on Defendants' records and any information you provide.

HOW TO GET A PAYMENT

10. How do I get my Individual Settlement Payment?

If you do nothing, you will automatically receive your Individual Settlement Payment after the Court approves the Settlement at a Final Approval Hearing. You must notify the Settlement Administrator of any change or correction in your contact information, or if the information shown in Paragraph 8 regarding your employment with Defendants is not correct. **It is your responsibility to keep the Settlement Administrator informed of any change in your address. If final approval of the Settlement is granted, your Individual Settlement Payment will be mailed to the last known address that the Settlement Administrator has on file for you.**

Settlement Class Members receiving an Individual Settlement Payment will be responsible for correctly characterizing this compensation for tax purposes and paying taxes due, if any.

11. What am I giving up to get an Individual Settlement Payment?

Unless you request to be excluded from the Settlement, you will be deemed a Participating Class Member. If the Settlement is granted final approval, Participating Class Members will not be able to sue, continue to sue, or be part of any other lawsuit against Defendants about the legal issues alleged in this case arising during the Covered Period. Specifically, you will be giving up or "releasing" the claims described below:

Release of Claims: After the Court has approved the Settlement, each Class Member who has not submitted a timely and valid request to be excluded from the Settlement will be bound by the approval and judgment and thereby released Defendants, including their Settling Defendants, as well as each of their past, present and/or future officers, directors, shareholders, employees, owners, representatives, administrators, agents, principals, accountants, auditors, consultants, attorneys, insurers and reinsurers, and their respective heir(s) and/or assigns, successors and predecessors in interest, affiliates, operating entities, divisions, facilities, parent or related corporate entities, subsidiaries and affiliated corporations and entities, (collectively, "Released Parties") from any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, actions or causes of action arising from work performed for the Defendants during the Class Periods that were alleged in the operative Complaint, or that are reasonably related to or arise from the allegations and claims asserted against the Released Parties in the operative Complaint of the Action, or which reasonably could have been asserted, based on the facts and legal theories contained in the operative Complaint, including without limitation: (1) any and all claims for meal period violations including, but not limited to, claims for late, short, interrupted and/or missed meal periods and/or the failure to pay premium wages therefor; (2) any and all claims for rest break violations including but not limited to, claims for late, short, interrupted and/or missed rest breaks and/or the failure to

pay premium wages therefor; (3) any and all claims for alleged unpaid wages including, but not limited to, claims related to minimum wage, overtime, double-time, commission pay, reporting time pay, off-the-clock pay, failure to pay for all hours worked at correct rates, and all other potential wages; (4) any and all claims for improper and/or inaccurate itemized wage statements including, but not limited to, claims for injuries suffered therefrom; (5) any and all claims for unreimbursed business expenses; (6) failure to keep complete and/or accurate payroll records; (7) any and all claims for statutory penalties including, but not limited to, waiting time penalties under Labor Code Section 203 and/or wage statement penalties under Labor Code Section 226(e); (8) any other claims or penalties under the wage and hour laws pleaded in the Action, including any claims under the applicable IWC Wage Orders; (9) any and all claims under the Business & Professions Code (including Section 17200 et seq.), and other equitable relief, liquidated damages, punitive damages, or penalties arising from the foregoing alleged claims; (10) any and all claims that were alleged, or reasonably could have been alleged in the Action, based on the allegations stated in the operative Complaint and ascertained in the course of the Action, including any and all damages, penalties, interest and other amounts recoverable under said causes of action under California and Federal law, to the extent permissible, including but not limited to the California Labor Code as to the facts alleged in the Action, the applicable Wage Orders as to the facts alleged in the operative Complaint, and the California Unfair Competition Law; punitive and exemplary damages; and any other benefit claimed on account of the allegations asserted or that could have been asserted in the Complaint. The released claims do not include claims for workers' compensation benefits or any of the claims that may not be released as a matter of law. The *res judicata* effect of the Judgment will be the same as that of the release. For the sake of clarity, any participating Class Member's claims based on a participating Class Member's employment with, or work performed for, one or more Defendants are released even if asserted against another party named in this Action, whereas claims based solely on a Participating Class Member's employment with, or work performed for, any other party named in this Action are not released.

EXCLUDING YOURSELF FROM THE SETTLEMENT

12. How do I get out of the Class Portion of the Settlement?

If you do not wish to participate in the Class Action portion of the Settlement, you may exclude yourself from (or "opt out" of) the Settlement. To exclude yourself from the Settlement, you must submit a timely and valid written request for exclusion to the Settlement Administrator. If you exclude yourself from the Settlement, you will no longer be a Participating Settlement Class Member and **will not** receive an Individual Class Payment.

The request for exclusion must contain: (1) your full name, address, and the last four digits of your Social Security number; (2) your signature or the signature of your legal representative; (3) the case name and number (*Huy Tran, et al. v. Wise Auto Group, et al.*, Case No. FCS055892); and (4) the following statement, "I request to be excluded from this class action settlement. I have received notice of the settlement and understand that if I am excluded from the class action settlement, I will not receive any money as a result of the settlement."

To be timely, any request for exclusion must be mailed to the Settlement Administrator, postmarked on or before July 13, 2026, to the following address:

Auto Dealership Class Action Settlement
Apex Class Action, LLC
PO Box 54668
Irvine, CA 92619

Requests for exclusion which are postmarked after the Response Deadline will not be accepted.

IMPORTANT: You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert representative PAGA claims against Defendants based on the factual allegations and legal claims asserted in Plaintiffs' PAGA Notice, or that are reasonably related to or arising from the allegations in Plaintiff's PAGA Notice.

13. If I don't exclude myself, can I sue Defendants for the same thing later?

No. Unless you exclude yourself, you give up any right to sue Defendants for the claims that this Settlement resolves, for the Class Periods. ***If you have a pending lawsuit, speak to your lawyer in that case immediately.*** You must exclude yourself from this Class to continue your own lawsuit.

OBJECTING TO THE SETTLEMENT

14. How do I tell the Court that I don't like the Settlement?

If you do not think the Settlement is fair, you may object to the Settlement and tell the Court that you do not agree with it or some part of it. You may object to the settlement for any reason, including objection to class counsel's request for fees.

To object to the Settlement, you must mail a written statement of objection ("Notice of Objection") to the Settlement Administrator at the address listed above (in Paragraph 12 of this Notice), postmarked no later than July 13, 2026.

To be valid, a Notice of Objection must contain all of the following: (1) your signature; (2) your full legal name, home address, telephone number, and the last four digits of your Social Security number; (3) the case name and number (*Huy Tran, et al. v. Wise Auto Group, et al.*, Case No. FCS055892); (4) a clear statement indicating that you wish to object to the Settlement (such as "Notice of Objection" or "Formal Objection"); (5) the basis for your objection; and (6) whether or not you intend to appear at the Final Approval Hearing.

IMPORTANT: Only Participating Class Members have the right to object to the Settlement. If you requested to be excluded from the Settlement, you cannot object to the Settlement.

15. What is the difference between objecting and excluding?

Objecting is telling the Court that you do not like something about the Settlement. Excluding yourself is telling the Court that you do not want to be a Settlement Class Member. You may only object if you remain a Participating Class Member. If you exclude yourself, you have no basis

to object because the case does not affect you.

THE COURT'S FINAL APPROVAL HEARING

16. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing in Department 3 of the Superior Court of California, County of Solano, located at 600 Union Ave, Fairfield, CA 94533, on August 11, 2026, at 9:00 a.m. At this hearing, the Court will determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court will also be asked to approve Class Counsel's request for attorneys' fees and litigation costs, the Class Representative Service Awards, the allocation for PAGA penalties, and the Settlement Administration Costs. The Court may reschedule the Final Approval Hearing without further notice to Class Members. Any updates will be available at www.AutoDealershipSettlement.com and on the Solano County Superior Court's website. The Court's website can be accessed at [https://portal.solano.courts.ca.gov/\(choose Case Query and enter Case No. FCS055892 where prompted\)](https://portal.solano.courts.ca.gov/(choose Case Query and enter Case No. FCS055892 where prompted)). Any Final Approval Order and Judgment that the Court enters in the Action, relating to the Settlement, will also be available at www.AutoDealershipSettlement.com and on the Court's website.

17. Do I have to come to the hearing?

No. Class Counsel will answer any questions the Court may have. But, you are welcome to come at your own expense. You may also hire and pay your own lawyer to attend if you so desire.

If you send a Notice of Objection, you do not have to come to Court to talk about it. As long as you have submitted your Notice of Objection on time, the Court will consider it.

18. May I appear and speak at the hearing?

You may appear at the Final Approval Hearing on your own or through your own attorney, at your own expense. If you wish to appear and speak at the Final Approval Hearing about your Notice of Objection, you must indicate your intention to speak at the Final Approval Hearing in your Notice of Objection (see Paragraph 14, above).

GETTING MORE INFORMATION

19. Who may I contact if I have questions about the Settlement?

If you have any questions about the Settlement, you may contact Class Counsel at the address or telephone listed above, in Paragraph 6 of this Notice. You may also contact the Settlement Administrator by calling toll free 1-800-355-0700, or by writing to the Settlement Administrator, at the address shown in Paragraph 12, above.



This Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You can get a copy of the Settlement Agreement by contacting Class Counsel. You can also review the settlement documents, including applicable motions and orders, at www.AutoDealershipSettlement.com. Settlement documents, imaged by the Court, can also be accessed on the Court's website (see information in Paragraph 16, above).

PLEASE DO NOT CONTACT THE CLERK OF THE COURT, THE JUDGE, DEFENDANTS, OR THEIR ATTORNEYS FOR INFORMATION. (Note: the attorneys identified as "Counsel for Defendants" in Paragraph 6 of this Notice are Defendants' attorneys and should not be contacted. You may, however, contact the attorneys identified as "Class Counsel" in Paragraph 6 of this Notice.)

ADDITIONAL IMPORTANT INFORMATION

20. It is your responsibility to ensure that the Settlement Administrator has your current mailing address and telephone number on file, as this will be the address to which your Individual Settlement Payment installments will be sent.

21. Individual Settlement Payment checks must be cashed soon after receipt. Individual Settlement Payment checks that remain uncashed 180 calendar days after the date of issuance will be voided, and the funds represented by any such uncashed checks shall be distributed to a nonprofit organization or foundation as agreed to by the Parties and approved by the Court. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.